

# **MINUTEMAN ADVISORY GROUP FOR INTERLOCAL COORDINATION COMMITTEE BYLAWS**

## **ARTICLE I**

### **NAME**

**Section 1** The name of this organization shall be The Minuteman Advisory Group For Interlocal Coordination Committee.

## **ARTICLE II**

### **PURPOSE**

**Section 1** The purpose of the Committee shall be to foster joint and cooperative action concerning growth and development within the MAGIC region. The Committee shall be responsible:

- To give notice of, to review and to comment upon proposed significant projects occurring within member communities,
- To assist and advise all agencies, boards and authorities in their policies and actions affecting growth and development for all member communities,
- To develop and promote coordinated plans, programs and techniques of growth management and resource protection for all member communities,
- To coordinate efforts and evaluate proposed physical improvements to the Region's infrastructure, and,
- To undertake such other duties as the Committee believes necessary to carry out its purpose.

The Committee shall not make binding decisions or commitments, act on behalf of, or impose any requirements upon member communities or MAPC, except as authorized by them in accordance with applicable legal requirements.

## **ARTICLE III**

### **MEMBERSHIP**

**Section 1** Membership shall be described as in Section 1 of Memorandum of Agreement. MAGIC shall actively encourage communities to have both members attend meetings.

**Section 2** Voting shall be as described in Section 1 of Memorandum of Agreement.

## **MINUTEMAN ADVISORY GROUP FOR INTERLACE COORDINATION COMMITTEE BYLAWS**

- Section 3** Expansion of membership shall be as described in Section 1 of Memorandum of Agreement.
- Section 4** MAGIC Committee shall maintain a list of the representatives from each community.
- Section 5** MAGIC shall request a support fee each year from member communities to fund operations. Requested amount shall be voted at September meeting and communicated to communities by 15 October.

### **ARTICLE IV**

### **OFFICERS AND ELECTIONS**

- Section 1** There shall be a Chairperson, and two Vice Chairpersons. The term shall be for one year.

#### **Chairperson**

Prepares the agenda, conducts the meetings, appoints all committees, insures that the staff carries out the Committee directives and represents the Committee before other local, regional, or state agencies or organizations.

#### **1st Vice Chairperson and 2nd Vice Chairperson**

In the absence of the Chairperson, the 1st Vice Chairman assumes the duties of the Chairperson. The two Vice Chairpersons and the Chairperson shall form the executive committee.

- Section 2** Election of Officers - The annual election of officers shall be held during the ~~May~~ June<sup>1</sup> meeting. The election of officers shall be the first order of business. They shall assume their office upon completion of the annual meeting. No more than two consecutive full terms in any one office may be served. A person may be elected to a different office or after at least one year out of office may be re-elected to it.

- Section 3** The Chairperson shall appoint a Nominating Committee at the ~~April~~ May meeting which shall prepare a slate of officers that shall

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<sup>1</sup> Amended 4/9/1998: Annual Meeting & election of officers moved from May to June; selection of Nominating Committee moved from April to May.

#### SECTION IV. ROLE OF GROWTH MANAGEMENT COMMITTEE

The role of the Committee is to provide advice and guidance to the MAGIC communities in the area of physical development and, as may be authorized by member communities, seek assistance and grants from state, federal and other sources. All ten communities and MAPC support the concept of coordinated development within the MAGIC Region and each assures that:

- The MAPC shall send the Committee copies of all environmental, intergovernmental (A-95), state capital facilities and other statutory review notices for projects in the MAGIC Region.
- Each Board of Selectmen or City Council agrees to notify every relevant local Board (e.g., Board of Health, Board of Appeals, Conservation Commission, etc.) of the existence and objectives of the Committee.
- Each Planning Board, in addition to sending notices of zoning amendments to abutting communities and MAPC as required by state law, agrees to send such notices to the MAPC staff member serving as Project Manager.
- Each Board of Selectmen or City Council agrees to send copies of all plans, programs, assessments or recommendations of the Committee to the relevant municipal boards and officials.
- Members of all relevant boards and officials of the ten communities and the MAPC will be requested to furnish the Committee with information, at the earliest possible time, about any proposed major or significant development projects which meet any of the following criteria:
  - a. institutional, commercial or industrial construction in excess of 50,000 square feet total floor area or adding 100 parking spaces;
  - b. residential development in excess of 50 one- or two-family dwellings, or 50 apartment or condominium dwelling units;
  - c. any development on a lot, other than a one- or two-family residence, or any way or parking lot within 400 feet of the border of another MAGIC community;
  - d. any development with sole access through another community;
  - e. any rezoning abutting another MAGIC community;
  - f. any acquisition of open space;

- g. any other development which the local board or official or the Committee believes to be of more than local significance.

The Committee may request additional information, or notice of action, or may recommend measures to minimize or mitigate foreseeable significant impacts of any proposal brought to its attention.

#### SECTION V. EVALUATION OF THE GROWTH MANAGEMENT COMMITTEE

One year after the execution of this agreement, the signatories shall review and evaluate the performance of the Committee and make recommendations concerning its future operation.

#### SECTION VI. AMENDMENTS OF MEMORANDUM OF AGREEMENT

This Memorandum of Agreement may be amended or canceled at any time by mutual agreement for all member communities, and any member community may withdraw from participation in the Committee upon two months written notice signed by both of the community's representatives or the Board of Selectmen.

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Board of Selectmen

Town

Date